

2-75163

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

97 CV 3403

ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.,

Plaintiff,

- against -

CUMMINGS TRANSPORT, INC.,

Defendant.

CIVIL COMPLAINT
IN ADMIRALTY

Plaintiff ZIM AMERICAN INTEGRATED SHIPPING SERVICES, INC., by its attorneys, LAW OFFICES OF ALBERT J. AVALLONE & ASSOCIATES, as and for its Complaint against defendant CUMMINGS TRANSPORT, INC., in personam, in a cause of action civil and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of 1999, 46 U.S.C., App. Section 1701, et seq., and Paragraph 24 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff ZIM INTEGRATED SHIPPING SERVICES, INC. was and still is a corporation duly organized and existing under the laws of the State of Delaware with offices and a place of business at 5801 Lake Wright Drive, Norfolk, VA 23502.

3. Upon information and belief and at all times hereinafter mentioned, defendant had and now has the legal status and place of business as set forth in Schedule A.

4. On or about the dates and at the ports of shipment stated in Schedule A, certain goods were delivered to plaintiff to be carried to the ports of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's public tariff.

6. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff.

7. Defendant has failed and refused and continues to fail and to refuse to remit the \$7,617.00 due, although duly demanded.

8. By reason of the foregoing, plaintiff has sustained damages in the amount of \$7,617.00 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. For judgment in the amount of plaintiff's damages, together with interest thereon from the respective dates due, costs, disbursements, and a reasonable attorney's fee.

2. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant citing it to appear and answer all the singular matters aforesaid.

3. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
April 30, 2007

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By


Albert J. Avallone - AAT679
Attorneys for Plaintiff
ZIM AMERICAN INTEGRATED
SHIPPING SERVICES, INC.
551 Fifth Avenue, Suite 1625
New York, NY 10176
(212) 696-1760

I. Defendant's status & address:

A. Upon information and belief and at all times hereinafter mentioned, defendant CUMMINGS TRANSPORT, INC. was and still is a corporation organized and existing under the laws of the State of Illinois, with offices and a place of business at 1017 W. 48th St., Chicago, IL 60609, with an agent for service of process, Carmen Cummings, at the corporate address and at 4556 S. Calumet, Suite 3B, Chicago, IL 60653.

II. Particulars:

1. Bill of Lading No. ZIMUORF179674, dated January 13, 2007, from Chicago to Cotonou via Norfolk on the Vessel SCI JYOTI, one (1) twenty-foot container, at the applicable tariff charge of \$3,124.00 (Exhibit A).

Amount Paid: \$0

Amount Due: \$3,124.00

2. Bill of Lading No. ZIMUORF181426, dated January 25, 2007, from Chicago to Tema via Norfolk on the Vessel SCI KIFAN, one (1) forty-foot container SAID TO CONTAIN: ARTICLES DONATED FOR RELIEF OR CHARITY, at the applicable tariff charge of \$4,493.00 (Exhibit B).

Amount Paid: \$0

Amount Due: \$4,493.00

III. Total Amount Due: \$7,617.00

ZIMMER 179674

REFERENCE NO. G-2762
FORWARDING AGENT FMC# 17200
GLOBAL FORWARDING CORP.
7035 E CAVE CREEK ROAD
SUITE 204 CAVE CREEK, AZ 85921
POINT-OF-ORIGIN OF DISCREPANCY: GLOBAL FORWARDING CORP.

IL - 2 - LINDS
RECEIVED: 1968 JUN 20 10 00 AM

4812V112 CONTACT NO. 669166-0034

NOV 20 1964
PORT OF LONDON
NOV 20 1964
THE DESTINATION
(CONTACTED FOR)

*UTILIZES BUYING AT MERCHANTS EXPENSE, RISK AND RESPONSIBILITY

PARTICULARS AS FURNISHED BY SHIPPER

NOTES ON CONTRIBUTORS

*ES:CTK 48 000 4

413

DECLARATION

DESCRIPTION DETAILS AS PER ATTACHED SLIP

DOI: 10.1002/for

EXHIBIT "A"

THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.

DETAILS		UNIT		TOTAL	TOTAL	
		UNIT	AMOUNT	AMOUNT	CY	CBM
FREIGHT PREPAID		UNIT	2400.00	2400.00	DL	
ON BOARD : 01/13/2007		UNIT	525.00	525.00	DL	
CY/CY		UNIT	100.00	100.00	DL	
SHIPPER'S/LOAD/COUNT/STOW		UNIT	16.00	16.00	DL	
		UNIT	79.00	79.00	DL	
ORIGIN		UNIT	4.00	4.00	DL	

AD VALOREM FREIGHT

IF FREIGHT IS PAID, THE VALUE OF CARRIER'S
/ Movement covers a cargo, Goods, package/ Unit of Risk, and not applicable as unknown freight will be
charged (Free Consignment)

SITE 2126 CB

CTC 2122 21

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PLACE AND DATE OF FILE

NOV 13, 1964

As Agent for 21m Inequities Group Services Ltd
As Counsel

NON — **NEGOTIABLE**

SHIPPER / EXPORTER (NAME & ADDRESS) CUMMINGS TRANSPORT 1017 W 48TH ST. CHICAGO, IL 60609 US		BOOKING NO. ORF149444	BILL OF LADING NO. ZIMUORF181426
CONSIGNEE (NAME & ADDRESS) MAXWELLK. GYMAH BOX 13 AGONA ASHANTI TEL:024-839-087 TEMA, GHANA GH		EXPORT REFERENCES REFERENCE NO.: G-2848	
BILL NOT NEGOTIABLE UNLESS COMBINED TO ORDER NOTIFY (NAME & ADDRESS) MAXWELLK. GYMAH BOX 13 AGONA ASHANTI TEL:024-839-087 TEMA, GHANA GH		FORWARDING AGENT F.M.C. No.	
		PORT AND COUNTRY OF ORIGIN (FOR MERCHANT'S REFERENCE ONLY) IL - ILLINOIS	
		REMARKS / EXPORT OR OTHER INSTRUCTIONS	
- FOR DEFINITION SEE CLAUSE 2 OVERLEAF - INITIAL CARRIAGE BY (MODE) LOADING VESSEL SCI KIRAN 652/E PORT OF DESTINATION TEMA		PLACE OF RECEIPT OF GOODS (IF CONTRACTED FOR) CHICAGO, IL VOY. / PORT OF LOADING NORFOLK, VA FINAL DESTINATION (IF CONTRACTED FOR)	
		SERVICE CONTRACT NO. 00000000000214	
		FURTHER ROUTING (AT MERCHANT'S EXPENSE, RISK AND RESPONSIBILITY)	

PARTICULARS AS FURNISHED BY SHIPPER			
QTY & NOS. / CONT. ACS.	DESCRIPTION OF GOODS	WEIGHT	MEASUREMENT
1 CNT	X 40FT. HC CONTAINER S.L.A.C. 261 PCS:ARTICLES DONATED FOR RELIEF OR CHARITY NO SED REQUIRED AES XTN: 651057337-G-2848	11340KG 25000LB	
FRANCE94088-401-SEAL6219221 261 PCS 25000LB/11340KGS			
THESE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE UNITED STATES OF AMERICA IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION CONTRARY TO U.S. LAW PROHIBITED.			
TOTAL			

FREIGHT PREPAID ON BOARD : 01/25/2007 CY/CY SHIPPERS/LOAD/COUNT/STOW		FREIGHT PRECARRIAGE INTERNATIONAL INTERMODAL ORIGIN AD VALOREM FREIGHT		UNIT	3725.00	3725.00	DL
				UNIT	650.00	650.00	DL
				UNIT	16.00	16.00	DL
				UNIT	98.00	98.00	DL
				UNIT	4.00	4.00	DL
MERCHANT'S DECLARED VALUE OF GOODS: If Merchant enters a value, Carrier's "package" limitation of liability shall not apply and ad valorem freight will be charged (See Clause 23)					\$US	4493.00	
NOTES: Shipment is subject to inspection and condition, unless otherwise stated herein, for shipment in bulk (the names of transportation vessel, truck, rail or air, general cargo, the goods or packages or containers used to contain goods specified herein for carriage from the port of loading named herein or place of receipt of goods as stated herein, if provided for, on a voyage as described and agreed by this Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for such carriage discharge or delivery being always subject to the terms, conditions, limitations, clauses here and thereunto incorporated.		IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated below. All of this tenor and date. If this Bill of Lading is consigned to order, one shall be surrendered before delivery and the others to be void.		FREIGHT PAYABLE AT		No. OF ORIGINAL B/L ISSUED	
The weight, measure, marks, numbers, quality, contents and value as declared by shipper but subject to the Carrier's obligation to receive and deliver the goods in conformity with the Bill of Lading and discharge at the port of destination or final destination named herein, if contracted for such carriage discharge or delivery being always subject to the terms, conditions, limitations, clauses here and thereunto incorporated.		NORFOLK		3			
The Merchant's attention is drawn to the fact that the terms of the Bill of Lading are contained on reverse side hereof and include limitations of liability in respect of loss or damage to the goods and delay. The package limitation mentioned in Clause 23 will not be applicable in the event that contents are carefully declared, marked, valued by the Merchant prior to loading and Ad Valorem Freight is paid or contracted for. Goods carried in containers are carried in accordance with and subject to Carrier's container relay service (see Cl. 1 overleaf) and Carrier's Container Rules and Tariffs (see Clauses 10 and 11 overleaf).		PLACE AND DATE OF ISSUE		NORFOLK, VA		01/25/2007	
NON - NEGOTIABLE		ZIM CONTAINER SERVICE As Agents for Zim Integrated Shipping Services Ltd. As Carrier					